# STATE OF MICHIGAN

# COURT OF APPEALS

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ROBERT LEE BABB,

Plaintiff-Appellant,

v

NAUTILUS INSURANCE COMPANY,

Defendant-Appellee.

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UNPUBLISHED
April 30, 1996

No. 178894
LC No. 93-001041-NF

Before: Corrigan, P.J., and Bandstra and W.A. Crane,* JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's order granting summary disposition to defendant. We affirm.

In determining whether defendant had a duty to indemnify its insured, we look to the language of the insurance policy and construe its terms to find the scope of its coverage. *Arco Indus Corp v American Motorists Ins Co*, 448 Mich 395, 402; 531 NW2d 168 (1995). In interpreting an insurance policy's terms, we use a plain and ordinary meaning to avoid a technical or strained construction. *Fitch v State Farm Fire and Casualty Co*, 211 Mich App 468, 471; 536 NW2d 273 (1995). If a policy is ambiguous, meaning that its language can be reasonably understood in different ways, *G P Enterprises, Inc v Jackson National Life Ins Co*, 202 Mich App 557, 561; 509 NW2d 780 (1993), the policy is construed against its drafter, the insurer, *Rohlman v Hawkeye-Security Ins Co (On Remand)*, 207 Mich App 344, 350; 526 NW2d 183 (1994). If there is no ambiguity, we enforce the policy as written. *Arco Indus Corp, supra* at 403.

Notwithstanding plaintiff's arguments otherwise, we conclude that the trial court properly determined that there was no ambiguity in the insurance policy and defendant had no obligation to indemnify plaintiff. The policy provision relied upon by plaintiff states:

> Each of the following is an insured under this insurance to the extent set forth below:
>
> * * *
>
> (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law;

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*Circuit Court judge sitting on the Court of Appeals by assignment.

(i) an employee of the named insured while operating any such equipment in the course of his employment . . . .

Under the plain meaning of this contract language, a person is an insured only if: (1) the person is an employee of a named insured; (2) the person is driving a piece of mobile equipment upon a public highway while in the course of the person's employment; and (3) the piece of mobile equipment is registered under a motor vehicle law. If one of these conditions is missing, the insurer has no duty to the person claiming under the policy. *Reed v Citizens Ins Co of America*, 198 Mich App 443, 447; 499 NW2d 22 (1993). The front end loader at issue in this case was not registered, thus, the third requirement of the contract was not satisfied, and defendant has no contractual obligation to plaintiff.

Nor is there any legal requirement that the front end loader should have been insured. Plaintiff points to MCL 500.3101(1); MSA 24.13101(1), but that statute only requires the owner or registrant to maintain insurance coverage "of a motor vehicle required to be registered in this state." Plaintiff does not cite any authority suggesting the front end loader was legally required to be registered. Further, even if there was an insurance requirement as to the front end loader, that has nothing to do with whether the policy at issue here provided coverage.[1]

Finally, plaintiff's argument that the policy's definition of "mobile equipment" creates an ambiguity when juxtaposed with the contract language quoted above is meritless. Plaintiff is only able to make this argument by selectively quoting the most advantageous portion of the "mobile equipment" definition. The full definition evinces an understanding of "mobile equipment" that covers both registered and unregistered vehicles. As discussed above, the only insurance provided under the facts of this case was for mobile equipment that had been registered under a motor vehicle registration law.

Plaintiff's remaining arguments need not be addressed in light of our decision that the trial court properly granted summary disposition to defendant because the accident at issue here was not covered by the insurance policy.

We affirm.

/s/ Maura D. Corrigan
/s/ Richard A. Bandstra
/s/ William A. Crane

[1]We do not consider the merits of plaintiff's arguments that the policy should be construed as providing coverage as required by the no-fault statute, notwithstanding policy language that is more limiting as to coverage. This argument is inapposite because the trial court correctly determined that the insurance policy, a "special Multi-Peril Policy" that specifically excluded coverage for "bodily injury . . . arising out of the ownership, maintenance, operation, [or] use . . . of any automobile," was not issued or purchased to provide coverage as required by the no-fault statute.